

Amendment 125

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 125 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 3rd day of April, 2012, by and between Vix Technology (USA) Inc. (formerly known as ERG Transit Systems (USA) Inc), a California corporation and wholly owned subsidiary of Vix Mobility Pty Ltd, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor for the work necessary to modify the static text content on the Business Account Website (BAW) and Cardholder Website (CHW) with changes submitted for February 2012. The work compensated is for the labor hours in excess of the standard monthly "no cost" hours allotment. This work is more fully described in CR-070281 MWU 2012-02 v2.
- C. The parties agree that the work necessary to modify the BAW and CHW will be performed and compensated as described below.

Section 1.0 Description of Work

- 1.1 The Contractor will perform the analysis, development, testing, integration and engineering management work necessary to modify the BAW and CHW as directed by the Agencies.
- (a) For the CHW, the Contractor will update the static text with content provided by the Agencies.
- (b) For the BAW, the Contractor will enable the email address to be updated for the Account Details page.
- (c) Test the changes to ensure they are properly implemented

Section 2.0 Schedule

- 2.1 The work described in item 1.1 above will be performed in Maintenance Release 16.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Section 3.0 Compensation Changes

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

LUMP SUM COST

Amendment No. 125

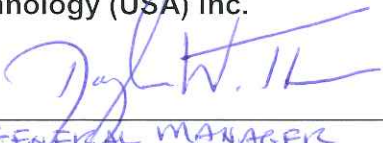
To perform the work, in excess of the standard monthly allotment, to modify the BAW and CHW:	
• Monthly Web Updates February 2012 8 hours	\$929

Section 4.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment One Hundred and twenty-five shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

Vix Technology (USA) Inc.

By: 
Its: GENERAL MANAGER
Date: 4/2/12

The Agencies

By: 
Their: Operations Manager
On behalf of the Agencies
Date: April 3, 2012